



**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

**GAIL FARBER, Director**

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

January 18, 2011

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

22 January 18, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE COOPERATIVE AGREEMENT FOR  
SOUTH CAMPUS DRIVE FROM TEMPLE AVENUE TO RIDGEWAY STREET  
ROADWAY IMPROVEMENT PROJECT  
CITY OF POMONA-COUNTY OF LOS ANGELES  
(SUPERVISORIAL DISTRICTS 1 AND 5)  
(3 VOTES)**

**SUBJECT**

This action is to approve a cooperative agreement between the City of Pomona and the County of Los Angeles to provide financing and delegation of responsibilities for a roadway improvement project on South Campus Drive from Temple Avenue to Ridgeway Street that will be administered by the City of Pomona.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Acting as a responsible agency, find that this project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve and instruct the Mayor of the Board to sign the enclosed cooperative agreement with the City of Pomona to provide financing and delegation of responsibilities for a pavement resurfacing project on South Campus Drive from Temple Avenue to Ridgeway Street. The total project cost is estimated to be \$1,974,000 with the County of Los Angeles' jurisdictional share estimated at \$392,000. The County of Los Angeles will receive a credit of \$94,440.26 from the 2001 Federal Appropriation Act under DEMO ID No. 195 for improvement to California Polytechnic Institute-Pomona, which was transferred to the City of Pomona. As a result of this credit, the County of Los Angeles' estimated contribution is reduced from \$392,000 to \$297,559.74.

3. Authorize the Director of Public Works or her designee to approve up to 10 percent of the County of Los Angeles' estimated jurisdictional share equal to \$39,200 for any costs of unforeseen items that may occur, thereby increasing the maximum County of Los Angeles contribution from \$297,559.74 to \$336,759.74.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to approve a cooperative agreement with the City of Pomona (City) and the County of Los Angeles (County) for the improvement of South Campus Drive from Temple Avenue to Ridgeway Street. The agreement provides for the City to perform the preliminary engineering and administer a construction contract for the project and for the City and County to finance their jurisdictional shares of the construction cost of the project.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Community and Municipal Services (Goal 3). By improving South Campus Drive, the residents of the City and the unincorporated County area who travel on this road will benefit and their quality of life will be improved.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total construction cost of this project is estimated to be \$1,974,000. The estimated County jurisdictional share is \$392,000. The County will receive a credit of \$94,440.26 from the 2001 Federal Appropriation Act under DEMO ID No. 195 for improvement to California Polytechnic Institute-Pomona, which was transferred to the City of Pomona. As a result of this credit, the County's estimated contribution is reduced to \$297,559.74, plus a 10 percent contingency of \$39,200.00 for unforeseen items that may occur, for a maximum County cost of \$336,759.74. County funding for this project is included in the Fifth Supervisorial District's Road Construction Program in the Fiscal Year 2010-11 Proposition C Local Return Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The City proposes to administer a City-County cooperative project to improve South Campus Drive from Temple Avenue to Ridgeway Street. Portions of the street are jurisdictionally shared between the City and the County. The enclosed cooperative agreement provides for the City to perform the preliminary engineering and administer a construction contract for the project with the City and County to finance their respective jurisdictional shares of the project cost. The County's actual share will be based upon a final accounting after completion of the project. The project is scheduled to begin construction in the spring of 2011 and be completed in the fall of 2011.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purpose of more efficient construction or repair of streets and roads within the city.

The enclosed cooperative agreement has been approved as to form by County Counsel.

**ENVIRONMENTAL DOCUMENTATION**

The project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the CEQA guidelines and Class 1(x), Subsections 2, 16, 20, and 22 of the Environmental Reporting Procedures and Guidelines adopted by the Board on November 17, 1987. These exemptions provide for resurfacing roadway pavement, sidewalk construction, and curb and gutter construction. The City is the lead agency for this project and found it to be exempt from CEQA on October 4, 2010.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Improvement of the roadway pavement on South Campus Drive is needed and of general County interest and will enhance the quality of life for motorists and pedestrians who travel on this street.

**CONCLUSION**

Please return one adopted copy of this letter and the cooperative agreement marked CITY ORIGINAL to the Department of Public Works, Programs Development Division. The cooperative agreement marked COUNTY ORIGINAL is for your files.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER  
Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF POMONA, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, CITY and COUNTY propose to design and construct improvements to South Campus Drive from Temple Avenue to Ridgeway Street, hereinafter referred to as PROJECT; and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to perform the engineering, construction inspection, materials testing, construction survey, and administration of construction contract for PROJECT; and

WHEREAS, TOTAL CONSTRUCTION COST OF PROJECT, as defined herein, is currently estimated to be One Million Nine Hundred Seventy-Four Thousand and 00/100 Dollars (\$1,974,000.00) with CITY'S estimated jurisdictional share being One Million Five Hundred Eighty-two Thousand and 00/100 Dollars (\$1,582,000.00) and COUNTY'S estimated jurisdictional share being Three Hundred Ninety-two Thousand and 00/100 Dollars (\$392,000.00); and

WHEREAS, a total of Three Hundred Twenty-Six Thousand Five Hundred Twenty-Four and 00/100 (\$326,524) in Federal Demonstration earmark funding from the 2001 Federal Appropriation Act under DEMO ID No. 195 for the improvement of access roads to California Polytechnic Institute-Pomona has been transferred to CITY for use toward financing the TOTAL CONSTRUCTION COST OF PROJECT; and

WHEREAS, COUNTY previously contributed Ninety-four Thousand Four Hundred Forty and 26/100 Dollars (\$94,440.26) in COUNTY funds toward the improvement of other access roads to California Polytechnic Institute-Pomona; and

WHEREAS, CITY is willing to apply a corresponding credit of Ninety-four Thousand Four Hundred Forty and 26/100 Dollars (\$94,440.26) toward COUNTY'S jurisdictional share of TOTAL CONSTRUCTION COST OF PROJECT; and

WHEREAS, COUNTY is willing to pay sufficient funds to CITY to finance its jurisdictional share of the TOTAL CONSTRUCTION COST OF PROJECT, as defined herein, less the aforementioned credit of Ninety-four Thousand Four Hundred Forty and 26/100 Dollars (\$94,440.26).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. COST OF CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the total of payments to the construction contractor(s) for PROJECT, the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the costs of any additional unforeseen work that is necessary for the construction of PROJECT.
- b. COST OF CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, making necessary arrangements for relocation of utility facilities, and all other necessary work after advertising of PROJECT for construction to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY. The COST OF CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall not exceed ten (10) percent of the COST OF CONSTRUCTION CONTRACT.
- c. TOTAL CONSTRUCTION COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the COST OF CONSTRUCTION CONTRACT, COST OF CONSTRUCTION ADMINISTRATION, and cost of construction contingencies and all other work necessary to construct PROJECT in accordance with the approved plans.

2) CITY AGREES:

- a. To perform or cause to be performed the environmental documentation, design survey, soils report, traffic index and geometric investigation; preparation of plans, specifications, and cost estimates, right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids at no cost to COUNTY.
- b. To apply a credit of Ninety-Four Thousand Four Hundred Forty and 26/100 Dollars (\$94,440.26) toward COUNTY'S jurisdictional share of the TOTAL CONSTRUCTION COST OF PROJECT.
- c. To finance CITY'S jurisdictional share of the TOTAL CONSTRUCTION COST OF PROJECT from Temple Avenue to the CITY/COUNTY jurisdictional boundary, currently estimated to be One Million Five Hundred Eighty-two Thousand and 00/100 Dollars (\$1,582,000.00), the

actual amount of which is to be determined by a final accounting of TOTAL CONSTRUCTION COST OF PROJECT.

- d. To obtain COUNTY'S approval of plans for PROJECT prior to advertising for construction bids, and to obtain COUNTY'S approval for any material revisions to the plans and for any additional work that CITY proposes to complete in COUNTY jurisdiction as part of PROJECT.
- e. To advertise PROJECT for construction bids, to award and to administer the CONSTRUCTION CONTRACT, to do all things necessary and proper to complete PROJECT, and to act on behalf of COUNTY in all negotiations pertaining thereto.
- f. To furnish COUNTY within one hundred twenty (120) calendar days after final payment to contractor a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- g. To appoint CITY as COUNTY'S attorney-in-fact for the purpose of representing COUNTY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- h. To be responsible for ensuring compliance with any and all State and Federal requirements for the use of Federal Demonstration earmark funds on PROJECT and that should CITY be found not in compliance, CITY will refund any amounts requested by California Department of Transportation Federal Highway Administration (FHWA) without any expectation that COUNTY will provide additional funds to CITY.

3) COUNTY AGREES:

- a. To finance COUNTY'S jurisdictional share of TOTAL CONSTRUCTION COST OF PROJECT less credit applied by CITY of Ninety-Four Thousand Four Hundred Forty and 26/100 Dollars (\$94,440.26), currently estimated at Two Hundred Ninety-Seven Thousand Three Hundred Three and 74/100 Dollars (\$297,303.74) using local funds.
- b. To deposit with CITY, upon the opening of construction bids and upon demand, sufficient funds, currently estimated to be Two Hundred Ninety-seven Thousand Three Hundred Three and 74/100 Dollars (\$297,303.74), to finance COUNTY'S estimated jurisdictional share of TOTAL CONSTRUCTION COST OF PROJECT less credit applied by CITY of Ninety-Four Thousand Four Hundred Forty and 26/100 Dollars (\$94,440.26). Said demand will consist of a billing invoice prepared by CITY.

- c. To grant to CITY any temporary right of way or license to use property that COUNTY owns or has an easement for that is necessary for the construction of PROJECT at no cost to CITY to the extent not already provided by law.
- d. To cooperate with CITY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed construction. Where utilities have been installed in COUNTY streets or on COUNTY property, COUNTY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. COUNTY will take all necessary steps to grant, transfer, or assign all prior rights over to the utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- e. Upon completion of PROJECT to maintain in good condition and at COUNTY'S expense all improvements constructed as part of PROJECT within COUNTY'S jurisdiction.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual TOTAL CONSTRUCTION COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the physical location of the work performed. Thus, the cost of all work performed within CITY'S jurisdiction (including COST OF CONSTRUCTION CONTRACT and COST OF CONSTRUCTION ADMINISTRATION) shall constitute CITY'S jurisdictional share of TOTAL CONSTRUCTION COST OF PROJECT. The costs of all work performed within COUNTY'S jurisdiction (including COST OF CONSTRUCTION CONTRACT and COST OF CONSTRUCTION ADMINISTRATION) shall constitute COUNTY'S jurisdictional share of TOTAL CONSTRUCTION COST OF PROJECT. Exhibit A indicates the location of the boundaries between the CITY and COUNTY and shall be used exclusively for establishing such boundaries for eventual calculation of the TOTAL CONSTRUCTION COST OF PROJECT and the physical location of the work performed. Nothing in the preceding sentence obviates the language in paragraph 2.d. or shall be used as evidence of the work to be performed.
- b. If at final accounting COUNTY'S jurisdictional share of TOTAL CONSTRUCTION COST OF PROJECT, less credit applied by CITY of Ninety-Four Thousand Four Hundred Forty and 26/100 Dollars (\$94,440.26), exceeds COUNTY'S total deposit, as set forth in paragraph 3) b., above, COUNTY shall pay to CITY the additional

amount upon demand. Said demand shall consist of a billing invoice prepared by CITY. Conversely, if the required COUNTY funds are less than said COUNTY'S deposit, CITY shall refund the difference to COUNTY within thirty (30) days of the date CITY furnished COUNTY with the final accounting.

- c. COUNTY shall review the billing invoice prepared by CITY for COUNTY payment, as set forth in paragraph 4) b. above, and report in writing any discrepancies to CITY within (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. COUNTY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of CITY'S written justification.
- d. During construction of PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- e. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Daryl Grigsby  
Director of Public Works  
City of Pomona  
P.O. Box 660  
Pomona, CA 91769

COUNTY: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- g. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or



in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

- h. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY's geographical limits including but not limited to liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- i. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- j. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the COUNTY's geographical limits including but not limited to liability under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4,

COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA and California Health and Safety Code Section 25364.

- k. In contemplation of the provisions of Section 895.2 of the Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- m. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32385 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF POMONA on October 11, 2010, and by the COUNTY OF LOS ANGELES on January 18, 2011.

COUNTY OF LOS ANGELES

By Mike Antonovich

Mayor, Los Angeles County

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles



By Cu Tahn  
Deputy

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

SACHI A. HAMAI  
Executive Officer  
Chief of the Board of Supervisors

By Cu Tahn  
Deputy

By W. J. (FOR J.W.)  
Deputy

CITY OF POMONA

By Lucia Conway  
City Manager

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

**#22**

JAN 18 2011

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

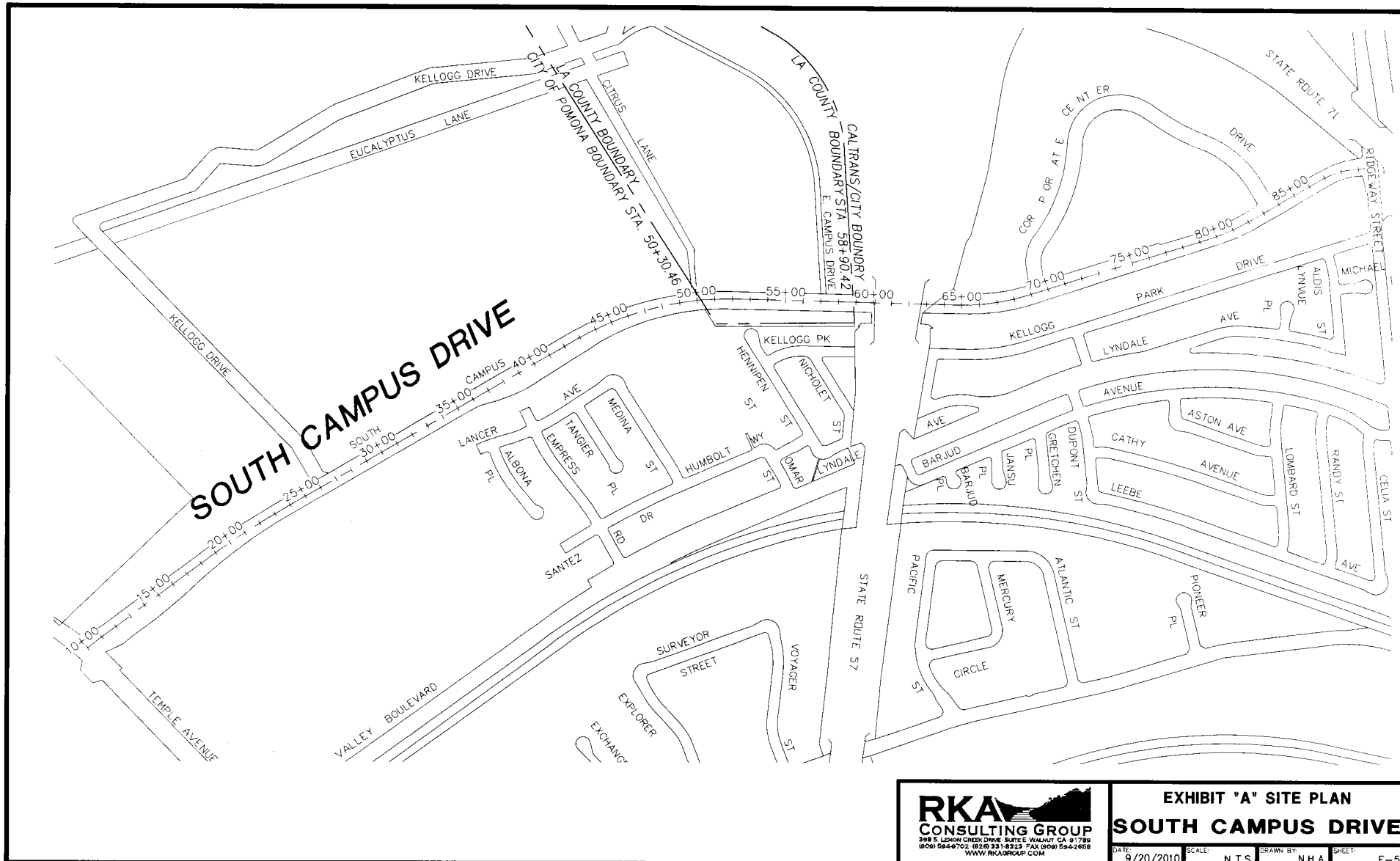
ATTEST:

By Diana L. Davis  
City Clerk

APPROVED AS TO FORM:

By Adriana G.  
City Attorney

77466



**RKA**  
**CONSULTING GROUP**  
 388 S. LINDEN CREEK DRIVE, SUITE E, WALNUT, CA 91786  
 (909) 594-6702, (909) 331-8313, FAX (909) 594-2658  
 WWW.RKAGROUP.COM

EXHIBIT "A" SITE PLAN				
SOUTH CAMPUS DRIVE				
DATE:	9/20/2010	SCALE:	N.T.S.	DRAWN BY:
				N.H.A.
				SHEET
				E-5

DRAWING: X:\ACAD\156049 S. CAMPUS DR\DWG\LEXHB\_SITE\_LIMITS.DWG

**RESOLUTION NO. 2010-131**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POMONA, CALIFORNIA, APPROVING A COOPERATIVE AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR STREET IMPROVEMENTS - SOUTH CAMPUS DRIVE, PROJECT NO. 223-67886**

**WHEREAS**, the City of Pomona strives to promote improved streets for all its community members and visitors, and has been upgrading arterials leading into and through the City through the Capital Improvement Program;

**WHEREAS**, South Campus Drive is a minor arterial for the community, developments and surrounding area including California State Polytechnic University;

**WHEREAS**, Street Improvements - South Campus Drive is a project in the City Capital Improvement Program;

**WHEREAS**, an approximate 857 foot length of South Campus Drive, west of State Route 57, is technically under the jurisdiction of the County of Los Angeles;

**WHEREAS**, the remaining approximate 7,043 foot length of South Campus Drive, between Temple Avenue and Ridgeway Street, is primarily under the jurisdiction of the City of Pomona for street purposes;

**WHEREAS**, the City Public Works Department has arranged for funding from the County of Los Angeles in an amount initially up to \$297,303 for improvement of the length of South Campus Drive under the jurisdiction of the County of Los Angeles as part of the attached Exhibit A Cooperative Agreement;

**WHEREAS**, the City Capital Improvement Program includes approximately \$326,594 of 2001 Federal Appropriations Act, DEMO ID No. 195 funds planned for South Campus Drive; and

**WHEREAS**, the Public Works Department recommends applying \$94,440 of 2001 Federal Appropriations Act, DEMO ID No. 195 funds to the length of South Campus Drive under the jurisdiction of the County of Los Angeles as part of the attached Exhibit A Cooperative Agreement;

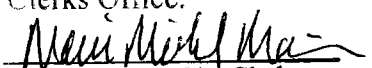
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Pomona as follows:

**SECTION 1.** The City Council hereby approves a Cooperative Agreement, attached as Exhibit A, with the County of Los Angeles to administer an initial contribution of up to approximately \$297,303 from the County of Los Angeles for South Campus Drive.

**SECTION 2.** The City Council hereby finds that the Street Improvements - South Campus Drive, Project No. 223-67886, is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the State Guidelines to Implement CEQA.

This document is a full, true and correct copy of the original on file in the Pomona City Clerks Office.

**ATTEST:**

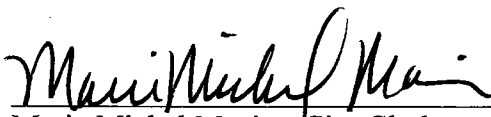
  
City of Pomona City Clerk

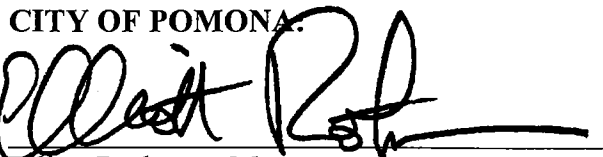
**SECTION 3.** The City Council hereby authorizes the City Manager to take all necessary actions needed by the Federal Highway Administration (F.H.W.A.), Caltrans, Metro, County of Los Angeles, Cal Poly Pomona, and others to execute the cooperative agreement and related project funding documents on behalf of the Mayor for Street Improvements - South Campus Drive, Project No. 223-67886.

**SECTION 4.** That the City Clerk shall attest and certify to the passage and adoption of this resolution and it shall become effective immediately upon its approval.

**APPROVED AND ADOPTED THIS 4TH DAY OF OCTOBER 2010.**

**ATTEST:**

  
Marie Michel Macias, City Clerk

**CITY OF POMONA:**  
  
Elliott Rothman, Mayor

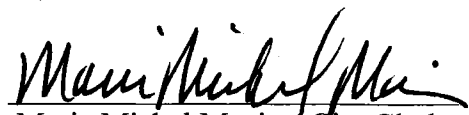
**APPROVED AS TO FORM:**

  
Arnold Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
CITY OF POMONA

I, MARIE MICHEL MACIAS, CITY CLERK of the City of Pomona do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Pomona held on the 4th day of October 2010 by the following vote:

AYES: COUNCILMEMBERS: Soto, Rodriguez, Carrizosa, Saunders, Atchley, Rothman  
NOES: COUNCILMEMBERS: None  
ABSENT: COUNCILMEMBERS: Lantz  
ABSTAIN: COUNCILMEMBERS: None

  
Marie Michel Macias, City Clerk